

**Amendment Number 1**  
**to**  
**Contract Number DIR-SDD-1768**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**DataXport.net, LLC**

This Amendment Number 1 to Contract Number DIR-SDD-1768 ("Contract") is between the Department of Information Resources ("DIR") and DataXport.net, LLC ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2, Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through January 11, 2014. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year renewal periods. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional terms.

2. **Contract, Section 4. Pricing, G. Travel Expense Reimbursement**, is hereby restated in its entirety as follows:

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program ([www.window.state.tx.us/procurement/prog/stmp](http://www.window.state.tx.us/procurement/prog/stmp)). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

3. **Contract, Section 5, DIR Administrative Fee, Paragraph B**, is hereby restated in its entirety as follows:

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

4. **Contract, Section 6, Notification**, is hereby restated in its entirety as follows:

**Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott

Manager, Contract and Vendor Management  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [robin.abbott@dir.texas.gov](mailto:robin.abbott@dir.texas.gov)

If sent to the Vendor:

Beatriz Fernandez  
DataXport.Net, LLC  
10950 Pellicano Drive, Bldg. C, Suite C-4  
El Paso, Texas 79935  
Phone: (915) 771-7171  
Facsimile: (915) 771-9092  
Email: [beatriz.fernandez@dataxport.net](mailto:beatriz.fernandez@dataxport.net)

5. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Product and Related Services Contracts dated **12/03/2012**.
6. All other terms and conditions of the Contract by all previous amendments, not specifically modified herein, shall remain in full force and effect. DIR retains the right to require further amendment to the Contract to update its terms and conditions as may be reasonable, necessary or required. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1 and then the Contract.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of last signature, but in all events not later than January 11, 2013.

**DataXport.Net, LLC**

**By:** Signature on File

**Name:** Beatriz Fernandez

**Title:** Business Development Director

**Date:** January 4, 2013

**The State of Texas, acting by and through the Department of Information Resources**

**By:** Signature on File

**Name:** Carl Marsh

**Title:** Chief Operating Officer

**Date:** 1/15/13

**Office of General Counsel:** Signature on File 1/15/13